L.B.F. 3015.1

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PA

In re: Louis A Gard	
Tutiona A Guiozza	Debtor(s)
	Chapter 13 Plan
■ Original	
☐ Amended	
Date: April 2, 2021	
	THE DEBTOR HAS FILED FOR RELIEF UNDER CHAPTER 13 OF THE BANKRUPTCY CODE
	YOUR RIGHTS WILL BE AFFECTED
hearing on the Plan pr carefully and discuss	ived from the court a separate Notice of the Hearing on Confirmation of Plan, which contains the date of the confirmation roposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers them with your attorney. ANYONE WHO WISHES TO OPPOSE ANY PROVISION OF THIS PLAN MUST FILE A FION in accordance with Bankruptcy Rule 3015 and Local Rule 3015-4. This Plan may be confirmed and become binding, action is filed.
	IN ORDER TO RECEIVE A DISTRIBUTION UNDER THE PLAN, YOU MUST FILE A PROOF OF CLAIM BY THE DEADLINE STATED IN THE NOTICE OF MEETING OF CREDITORS.
Part 1: Bankruptcy R	tule 3015.1 Disclosures
	Plan contains nonstandard or additional provisions – see Part 9
•	Plan limits the amount of secured claim(s) based on value of collateral – see Part 4
	Plan avoids a security interest or lien – see Part 4 and/or Part 9
Part 2: Plan Payment	, Length and Distribution – PARTS 2(c) & 2(e) MUST BE COMPLETED IN EVERY CASE
Debtor shall Debtor shall	Plan: Amount to be paid to the Chapter 13 Trustee ("Trustee") \$ 128,580.00 I pay the Trustee \$ 2,143.00 per month for 60 months; and I pay the Trustee \$ per month for months. Is in the scheduled plan payment are set forth in \$ 2(d)
The Plan paymer added to the new mon	Amount to be paid to the Chapter 13 Trustee ("Trustee") \$
§ 2(b) Debtor sha when funds are availa	all make plan payments to the Trustee from the following sources in addition to future wages (Describe source, amount and date ble, if known):
	we treatment of secured claims: "None" is checked, the rest of § 2(c) need not be completed.

Debtor	Louis A Garozzo Patricia A Garozzo	Case number	21-10598	
	ale of real property (3 7(c) below for detailed description			
	oan modification with respect to mortgage encumbering press 4(f) below for detailed description	operty:		
§ 2(d) Otl	her information that may be important relating to the payn	nent and length of Plan:		
§ 2(e) Est	imated Distribution			
A.	Total Priority Claims (Part 3)			
	1. Unpaid attorney's fees	\$	3,920.00	
	2. Unpaid attorney's cost	\$	0.00	
	3. Other priority claims (e.g., priority taxes)	\$	0.00	
В.	Total distribution to cure defaults (§ 4(b))	\$	0.00	
C.	Total distribution on secured claims (§§ 4(c) &(d))	\$	103,371.61	
D.	Total distribution on unsecured claims (Part 5)	\$	8,422.00	
	Subtotal	\$	115,713.61	
E.	Estimated Trustee's Commission	\$	12,858.00	
F.	Base Amount	\$	128,571.61	
Part 3: Priority	y Claims (Including Administrative Expenses & Debtor's Cour	isel Fees)		
§ 3(a	Except as provided in § 3(b) below, all allowed priority cla	aims will be paid in full un	less the creditor agrees oth	erwise:
Creditor Erik B. Jens	Type of Priority en Attorney Fee	Estir	nated Amount to be Paid	\$ 3,920.00
§ 3(b	Domestic Support obligations assigned or owed to a gover	rnmental unit and paid less	than full amount.	
•	None. If "None" is checked, the rest of § 3(b) need not be	completed or reproduced.		
Part 4: Secure	d Claims			
§ 4(a)) Secured claims not provided for by the Plan			
	None. If "None" is checked, the rest of § 4(a) need not be	completed or reproduced.		
§ 4(b) Curing Default and Maintaining Payments			
	None. If "None" is checked, the rest of § 4(b) need not be	completed or reproduced.		
§ 4(c or validity of t) Allowed Secured Claims to be paid in full: based on proof the claim	of claim or pre-confirmat	ion determination of the ar	nount, extent
	None. If "None" is checked, the rest of § 4(c) need not be	completed.		

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Debtor	Louis A Garozzo	Case number	21-10598
	Patricia A Garozzo		

- (1) Allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.
- (2) If necessary, a motion, objection and/or adversary proceeding, as appropriate, will be filed to determine the amount, extent or validity of the allowed secured claim and the court will make its determination prior to the confirmation hearing.
- (3) Any amounts determined to be allowed unsecured claims will be treated either: (A) as a general unsecured claim under Part 5 of the Plan or (B) as a priority claim under Part 3, as determined by the court.
- (4) In addition to payment of the allowed secured claim, "present value" interest pursuant to 11 U.S.C. § 1325(a) (5) (B) (ii) will be paid at the rate and in the amount listed below. If the claimant included a different interest rate or amount for "present value" interest in its proof of claim or otherwise disputes the amount provided for "present value" interest, the claimant must file an objection to confirmation.\
- (5) Upon completion of the Plan, payments made under this section satisfy the allowed secured claim and release the corresponding lien.

Name of Creditor	Description of Secured Property and Address, if real property	Allowed Secured Claim	Present Value Interest Rate	Dollar Amount of Present Value Interest	Total Amount to be Paid
Arcon Credit Solutions	2018 Nissan Rogue 11000 miles	\$9,371.61	0.00%	\$0.00	\$9,371.61
Carrington Mortgage Services	148 Daly Street Philadelphia, PA 19148 Philadelphia County	\$94,000.00	0.00%	\$0.00	\$94,000.00

§ 4(d) Allowed secured claims to be paid in full that are excluded from 11 U.S.C. § 506

■ None. If "None" is checked, the rest of § 4(d) need not be completed.

§ 4(e) Surrender

None. If "None" is checked, the rest of § 4(e) need not be completed.

§ 4(f) Loan Modification

None. If "None" is checked, the rest of $\S 4(f)$ need not be completed.

Part 5:General Unsecured Claims

§ 5(a) Separately classified allowed unsecured non-priority claims

■ None. If "None" is checked, the rest of § 5(a) need not be completed.

$\S\ 5(b)$ Timely filed unsecured non-priority claims

(1) Liquidation Test (ch	eck one box)
☐ All Debtor	(s) property is claimed as exempt.
	has non-exempt property valued at \$ for purposes of § 1325(a)(4) and plan provides for distribution to allowed priority and unsecured general creditors.
(2) Funding: § 5(b) cla	ims to be paid as follows (check one box):
☐ Pro rata	
1 00%	

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	Document	Page 4 of 17	
Debtor	Louis A Garozzo Patricia A Garozzo	Case number	21-10598
	☐ Other (Describe)		
Part 6: Exec	utory Contracts & Unexpired Leases		
•	None. If "None" is checked, the rest of § 6 need not be	e completed or reproduced.	
Part 7: Other	r Provisions		
§ 7	(a) General Principles Applicable to The Plan		
(1)	Vesting of Property of the Estate (check one box)		
	■ Upon confirmation		
	☐ Upon discharge		
	Subject to Bankruptcy Rule 3012, the amount of a creditor's or 5 of the Plan.	claim listed in its proof of claim	controls over any contrary amounts listed
	Post-petition contractual payments under § 1322(b)(5) and acres by the debtor directly. All other disbursements to creditors		er § 1326(a)(1)(B), (C) shall be disbursed
completion o	If Debtor is successful in obtaining a recovery in personal in f plan payments, any such recovery in excess of any applicab ary to pay priority and general unsecured creditors, or as agree	le exemption will be paid to the	Trustee as a special Plan payment to the
§ 7	(b) Affirmative duties on holders of claims secured by a se	ecurity interest in debtor's prin	ncipal residence
(1)	Apply the payments received from the Trustee on the pre-per	tition arrearage, if any, only to su	ich arrearage.
	Apply the post-petition monthly mortgage payments made by the underlying mortgage note.	y the Debtor to the post-petition	mortgage obligations as provided for by
of late payme	Treat the pre-petition arrearage as contractually current upon ent charges or other default-related fees and services based on payments as provided by the terms of the mortgage and note.	the pre-petition default or defau	
	If a secured creditor with a security interest in the Debtor's payments of that claim directly to the creditor in the Plan, the		
	If a secured creditor with a security interest in the Debtor's pretition, upon request, the creditor shall forward post-petition		
(6)	Debtor waives any violation of stay claim arising from the	e sending of statements and co	ipon books as set forth above.
§ 7	(c) Sale of Real Property		

- None. If "None" is checked, the rest of § 7(c) need not be completed.
- (1) Closing for the sale of __ (the "Real Property") shall be completed within months of the commencement of this bankruptcy case (the "Sale Deadline"). Unless otherwise agreed, each secured creditor will be paid the full amount of their secured claims as reflected in § 4.b (1) of the Plan at the closing ("Closing Date").
 - (2) The Real Property will be marketed for sale in the following manner and on the following terms:

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Debtor	Louis A Garozzo	Case number	21-10598
	Patricia A Garozzo		

- (3) Confirmation of this Plan shall constitute an order authorizing the Debtor to pay at settlement all customary closing expenses and all liens and encumbrances, including all § 4(b) claims, as may be necessary to convey good and marketable title to the purchaser. However, nothing in this Plan shall preclude the Debtor from seeking court approval of the sale of the property free and clear of liens and encumbrances pursuant to 11 U.S.C. § 363(f), either prior to or after confirmation of the Plan, if, in the Debtor's judgment, such approval is necessary or in order to convey insurable title or is otherwise reasonably necessary under the circumstances to implement this Plan.
 - (4) Debtor shall provide the Trustee with a copy of the closing settlement sheet within 24 hours of the Closing Date.
 - (5) In the event that a sale of the Real Property has not been consummated by the expiration of the Sale Deadline:

Part 8: Order of Distribution

The order of distribution of Plan payments will be as follows:

- Level 1: Trustee Commissions*
- **Level 2**: Domestic Support Obligations
- Level 3: Adequate Protection Payments
- Level 4: Debtor's attorney's fees
- Level 5: Priority claims, pro rata
- Level 6: Secured claims, pro rata
- Level 7: Specially classified unsecured claims
- Level 8: General unsecured claims
- Level 9: Untimely filed general unsecured non-priority claims to which debtor has not objected

Part 9: Nonstandard or Additional Plan Provisions

Under Bankruptcy Rule 3015.1(e), Plan provisions set forth below in Part 9 are effective only if the applicable box in Part 1 of this Plan is checked. Nonstandard or additional plan provisions placed elsewhere in the Plan are void.

■ None. If "None" is checked, the rest of § 9 need not be completed.

Part 10: Signatures

By signing below, attorney for Debtor(s) or unrepresented Debtor(s) certifies that this Plan contains no nonstandard or additional provisions other than those in Part 9 of the Plan.

ate:	April 2, 2021	/s/ Erik B. Jensen
		Erik B. Jensen
		Attorney for Debtor(s)
	If Debtor(s) are unrepresented, they must sign below.	
ate:	April 2, 2021	/s/ Louis A Garozzo
	- 	Laufa A Canana
		Louis A Garozzo
		Debtor
Date:	April 2, 2021	

Joint Debtor

^{*}Percentage fees payable to the standing trustee will be paid at the rate fixed by the United States Trustee not to exceed ten (10) percent.

L.B.F. 3015.1

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PA

In re: Louis A Gard	
	Debtor(s)
	Chapter 13 Plan
Original	
▼ Second Amende	ed .
Date: May 7, 2020	
	THE DEBTOR HAS FILED FOR RELIEF UNDER CHAPTER 13 OF THE BANKRUPTCY CODE
	YOUR RIGHTS WILL BE AFFECTED
hearing on the Plan pr carefully and discuss to	ived from the court a separate Notice of the Hearing on Confirmation of Plan, which contains the date of the confirmation roposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers them with your attorney. ANYONE WHO WISHES TO OPPOSE ANY PROVISION OF THIS PLAN MUST FILE A FION in accordance with Bankruptcy Rule 3015 and Local Rule 3015-4. This Plan may be confirmed and become binding, action is filed.
	IN ORDER TO RECEIVE A DISTRIBUTION UNDER THE PLAN, YOU MUST FILE A PROOF OF CLAIM BY THE DEADLINE STATED IN THE NOTICE OF MEETING OF CREDITORS.
Part 1: Bankruptcy R	tule 3015.1 Disclosures
	Plan contains nonstandard or additional provisions – see Part 9
	Plan limits the amount of secured claim(s) based on value of collateral – see Part 4
	Plan avoids a security interest or lien – see Part 4 and/or Part 9
Part 2: Plan Payment	, Length and Distribution – PARTS 2(c) & 2(e) MUST BE COMPLETED IN EVERY CASE
Debtor shall Debtor shall	Plan: Amount to be paid to the Chapter 13 Trustee ("Trustee") \$ 1253,896.00 I pay the Trustee \$_ per month for months; and I pay the Trustee \$_ per month for months. s in the scheduled plan payment are set forth in \$ 2(d)
The Plan payme added to the new mo	led Plan: Amount to be paid to the Chapter 13 Trustee ("Trustee") \$153,858.00 ents by Debtor shall consists of the total amount previously paid \$36,900.00 has been paid over 18 months onthly Plan payments in the amount of \$2,675.00 beginning June 12 2020 and continuing for 42 months. es in the scheduled plan payment are set forth in \$ 2(d)
§ 2(b) Debtor sha when funds are availa	all make plan payments to the Trustee from the following sources in addition to future wages (Describe source, amount and date ble, if known):
	we treatment of secured claims: "None" is checked, the rest of § 2(c) need not be completed.
☐ Sale of r	real property

Debtor		Louis A Garozzo Patricia A Garozzo			Case number	18-17510-jkf	
	See § 7	7(c) below for detailed description	n				
		an modification with respect to 4(f) below for detailed description		ering property:			
§ 2(d) Othe	er information that may be imp	ortant relating to th	ne payment and le	ength of Plan:		
§ 2(e) Estin	nated Distribution					
	A.	Total Priority Claims (Part 3)					
		1. Unpaid attorney's fees		\$		3,920.00	
		2. Unpaid attorney's cost		\$		0.00	
		3. Other priority claims (e.g., pr	riority taxes)	\$		3,551.05	
	B.	Total distribution to cure defaul	ts (§ 4(b))	\$		0.00	
	C.	Total distribution on secured cla	aims (§§ 4(c) &(d))	\$		123,858.69	
	D.	Total distribution on unsecured	claims (Part 5)	\$		6,995.00	
			Subtotal	\$		138,324.74	
	E.	Estimated Trustee's Commission	on	\$		15,385.80	
	F.	Base Amount		\$		153,710.54	
Part 3: F	Priority (Claims (Including Administrative	Expenses & Debtor	's Counsel Fees)			
	§ 3(a)	Except as provided in § 3(b) be	low, all allowed pri	ority claims will l	be paid in full u	inless the creditor agrees oth	nerwise:
Credito	r		Type of Priority		Est	imated Amount to be Paid	
Erik B.			Attorney Fee				\$ 3,920.00
Interna		nue Service	11 U.S.C. 507(a)				\$ 3,551.05
		Domestic Support obligations a	ssigned or owed to	a governmental ı	unit and paid le	ess than full amount.	
	✓	None. If "None" is checked, the	he rest of § 3(b) need	l not be completed	l or reproduced.		
Part 4: S	Secured	Claims					
	§ 4(a)) Secured claims not provided f	or by the Plan				
		None. If "None" is checked, the	ne rest of § 4(a) need				
Credito	r			Secured Propert	ty		
in accor	dance w	debtor will pay the creditor(s) list with the contract terms or otherwise ortgage Services		148 Daly Street	t Philadelphia	, PA 19148 Philadelphia	County

$\S~4(b)$ Curing Default and Maintaining Payments

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Debtor	Louis A Garozzo	Case number	18-17510-jkf	
	Patricia A Garozzo			

- \S 4(c) Allowed Secured Claims to be paid in full: based on proof of claim or pre-confirmation determination of the amount, extent or validity of the claim
 - None. If "None" is checked, the rest of § 4(c) need not be completed.
 - (1) Allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.
 - (2) If necessary, a motion, objection and/or adversary proceeding, as appropriate, will be filed to determine the amount, extent or validity of the allowed secured claim and the court will make its determination prior to the confirmation hearing.
 - (3) Any amounts determined to be allowed unsecured claims will be treated either: (A) as a general unsecured claim under Part 5 of the Plan or (B) as a priority claim under Part 3, as determined by the court.
 - (4) In addition to payment of the allowed secured claim, "present value" interest pursuant to 11 U.S.C. § 1325(a) (5) (B) (ii) will be paid at the rate and in the amount listed below. If the claimant included a different interest rate or amount for "present value" interest in its proof of claim or otherwise disputes the amount provided for "present value" interest, the claimant must file an objection to confirmation.\
 - (5) Upon completion of the Plan, payments made under this section satisfy the allowed secured claim and release the corresponding lien.

Name of Creditor	Description of Secured Property and Address, if real property	Allowed Secured Claim	Present Value Interest Rate	Dollar Amount of Present Value Interest	Total Amount to be Paid
Ally Financial	2017 Toyota Tacoma Access CAB 9000 miles	\$49,482.89	11.85	\$0.00	\$68,633.42
Ally Financial	2018 Nissan Rogue 11000 miles	\$37,770.82	13.64%	\$0.00	\$55,132.33
Water Revenue Bureau		\$92.94	0.00%	\$0.00	\$92.94

§ 4(d) Allowed secured claims to be paid in full that are excluded from 11 U.S.C. § 506

J	None	If "None" i	s checked	the rest of 8	8.4(d) need	I not be completed
192	none.	II None i	s checked.	the test of v	2 4(11) 11660	i noi de combieted

§ 4(e) Surrender

None. If "None" is checked, the rest of § 4(e) need not be completed.

§ 4(f) Loan Modification

- None. If "None" is checked, the rest of § 4(f) need not be completed.
- (1) Debtor shall pursue a loan modification directly with <u>Carrington Mortgage Services</u> or its successor in interest or its current servicer ("Mortgage Lender"), in an effort to bring the loan current and resolve the secured arrearage claim.
- (2) During the modification application process, Debtor shall make adequate protection payments directly to Mortgage Lender in the amount of <u>\$1280.00</u> per month, which represents <u>post-petition</u> (*describe basis of adequate protection payment*). Debtor shall remit the adequate protection payments directly to the Mortgage Lender.
- (3) If the modification is not approved by <u>Debtor is currently in a trial modification which Starts May 2020 July 2020 payments in the amount of 1,280.00 per month.</u> Debtor shall either (A) file an amended Plan to fully fund the secured pre-petition arrearage claim filed by the Mortgage Lender; or (B) Mortgage Lender may seek relief from the automatic stay with regard to the collateral and Debtor will not oppose it.

Part 5:General Unsecured Claims

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Debtor		Louis A Garozzo Patricia A Garozzo	Case number	18-17510-jkf
	§ 5(a)	Separately classified allowed unsecured non-priority claims		
	V	None. If "None" is checked, the rest of § 5(a) need not be con	mpleted.	
	§ 5(b)	Timely filed unsecured non-priority claims		
		(1) Liquidation Test (check one box)		
		✓ All Debtor(s) property is claimed as exempt.		
		Debtor(s) has non-exempt property valued at \$_ distribution of \$ to allowed priority and		
		(2) Funding: § 5(b) claims to be paid as follows (check one	e box):	
		Pro rata		
		√ 100%		
		Other (Describe)		
Part 6: F	Executo	ory Contracts & Unexpired Leases		
Part 7: (rovisions General Principles Applicable to The Plan		
	(1) Ve	esting of Property of the Estate (check one box)		
		✓ Upon confirmation		
		Upon discharge		
in Parts 3		abject to Bankruptcy Rule 3012, the amount of a creditor's claim 5 of the Plan.	listed in its proof of clair	n controls over any contrary amounts listed
to the cre		ost-petition contractual payments under § 1322(b)(5) and adequate by the debtor directly. All other disbursements to creditors shall		der § 1326(a)(1)(B), (C) shall be disbursed
	on of p	Debtor is successful in obtaining a recovery in personal injury or lan payments, any such recovery in excess of any applicable exery to pay priority and general unsecured creditors, or as agreed by	nption will be paid to the	e Trustee as a special Plan payment to the
	§ 7(b)	Affirmative duties on holders of claims secured by a security	interest in debtor's pr	incipal residence
	(1) A _I	pply the payments received from the Trustee on the pre-petition a	rrearage, if any, only to	such arrearage.
the terms		oply the post-petition monthly mortgage payments made by the D underlying mortgage note.	Debtor to the post-petition	mortgage obligations as provided for by
of late pa		eat the pre-petition arrearage as contractually current upon confir charges or other default-related fees and services based on the pr		

(4) If a secured creditor with a security interest in the Debtor's property sent regular statements to the Debtor pre-petition, and the Debtor provides for payments of that claim directly to the creditor in the Plan, the holder of the claims shall resume sending customary monthly statements.

post-petition payments as provided by the terms of the mortgage and note.

	Case 21-10598-amc
Debtor	Louis A Garozzo Case number 18-17510-jkf Patricia A Garozzo
filing of	(5) If a secured creditor with a security interest in the Debtor's property provided the Debtor with coupon books for payments prior to the the petition, upon request, the creditor shall forward post-petition coupon book(s) to the Debtor after this case has been filed.
	(6) Debtor waives any violation of stay claim arising from the sending of statements and coupon books as set forth above.
	§ 7(c) Sale of Real Property
	None . If "None" is checked, the rest of § 7(c) need not be completed.
	(1) Closing for the sale of (the "Real Property") shall be completed within months of the commencement of this bankruptcy case (the eadline"). Unless otherwise agreed, each secured creditor will be paid the full amount of their secured claims as reflected in § 4.b (1) of the he closing ("Closing Date").
	(2) The Real Property will be marketed for sale in the following manner and on the following terms:
this Plan U.S.C. §	(3) Confirmation of this Plan shall constitute an order authorizing the Debtor to pay at settlement all customary closing expenses and all dencumbrances, including all § 4(b) claims, as may be necessary to convey good and marketable title to the purchaser. However, nothing in a shall preclude the Debtor from seeking court approval of the sale of the property free and clear of liens and encumbrances pursuant to 11 363(f), either prior to or after confirmation of the Plan, if, in the Debtor's judgment, such approval is necessary or in order to convey e title or is otherwise reasonably necessary under the circumstances to implement this Plan.
	(4) Debtor shall provide the Trustee with a copy of the closing settlement sheet within 24 hours of the Closing Date.
	(5) In the event that a sale of the Real Property has not been consummated by the expiration of the Sale Deadline:
Part 8: 0	Order of Distribution
	The order of distribution of Plan payments will be as follows:
	Level 1: Trustee Commissions* Level 2: Domestic Support Obligations Level 3: Adequate Protection Payments Level 4: Debtor's attorney's fees Level 5: Priority claims, pro rata Level 6: Secured claims, pro rata Level 7: Specially classified unsecured claims Level 8: General unsecured claims Level 9: Untimely filed general unsecured non-priority claims to which debtor has not objected
*Percen	tage fees payable to the standing trustee will be paid at the rate fixed by the United States Trustee not to exceed ten (10) percent.
Part 9: 1	Nonstandard or Additional Plan Provisions
	ankruptcy Rule 3015.1(e), Plan provisions set forth below in Part 9 are effective only if the applicable box in Part 1 of this Plan is checked. dard or additional plan provisions placed elsewhere in the Plan are void.
V	None. If "None" is checked, the rest of § 9 need not be completed.

Part 10: Signatures

By signing below, attorney for Debtor(s) or unrepresented Debtor(s) certifies that this Plan contains no nonstandard or additional provisions other than those in Part 9 of the Plan.

Date: May 7, 2020 /s/ Erik B. Jensen Erik B. Jensen Attorney for Debtor(s) Case 21-10598-amc Doc 13 Filed 04/02/21 Entered 04/02/21 14:43:35 Desc Main Document Page 11 of 17

Debtor Louis A Garozzo Case number 18-17510-jkf
Patricia A Garozzo

CERTIFICATE OF SERVICE

THE CHAPTER 13 TRUSTEE, SECURED AND PRIORITY CREDITORS ARE BEING SERVED A COPY OF THE AMENDED CHAPTER 13 PLAN.

/s/ Erik B. Jensen Erik B. Jensen 1500 Walnut Street Suite 1920 Philadelphia, PA 19102 215-546-4700. Case 21-10598-amc Doc 13 Filed 04/02/21 Entered 04/02/21 14:43:35 Desc Main Document Page 12 of 17

L.B.F. 3015.1

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PA

In re: Louis A Garoz Patricia A Garozzo	Case No.: 18-17510-jkf Chapter 13
	Debtor(s)
	Chapter 13 Plan
Original	
▼ Third Amended	
Date: June 2, 2020	
	THE DEBTOR HAS FILED FOR RELIEF UNDER CHAPTER 13 OF THE BANKRUPTCY CODE
	YOUR RIGHTS WILL BE AFFECTED
hearing on the Plan pro carefully and discuss th	red from the court a separate Notice of the Hearing on Confirmation of Plan, which contains the date of the confirmation posed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers them with your attorney. ANYONE WHO WISHES TO OPPOSE ANY PROVISION OF THIS PLAN MUST FILE A ION in accordance with Bankruptcy Rule 3015 and Local Rule 3015-4. This Plan may be confirmed and become binding, tion is filed.
	IN ORDER TO RECEIVE A DISTRIBUTION UNDER THE PLAN, YOU MUST FILE A PROOF OF CLAIM BY THE DEADLINE STATED IN THE NOTICE OF MEETING OF CREDITORS.
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	Plan contains nonstandard or additional provisions – see Part 9
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	Plan avoids a security interest or lien – see Part 4 and/or Part 9
Part 2: Plan Payment,	Length and Distribution – PARTS 2(c) & 2(e) MUST BE COMPLETED IN EVERY CASE
Debtor shall Debtor shall	lan: Amount to be paid to the Chapter 13 Trustee ("Trustee") \$\frac{1253,896.00}{2} pay the Trustee \$_ per month for months; and pay the Trustee \$_ per month for months. in the scheduled plan payment are set forth in \{ 2(d)
The Plan paymer added to the new mon	od Plan: Amount to be paid to the Chapter 13 Trustee ("Trustee") \$153,870.00 Into the Debtor shall consists of the total amount previously paid \$36,900.00 has been paid over 18 months Into the plan payments in the amount of \$2,785.00 beginning June 12 2020 and continuing for 42 months. In the scheduled plan payment are set forth in \$ 2(d)
§ 2(b) Debtor shal when funds are availab	l make plan payments to the Trustee from the following sources in addition to future wages (Describe source, amount and date le, if known):
	treatment of secured claims: 'None" is checked, the rest of § 2(c) need not be completed.
☐ Sale of re	al property

Case 21-10598-amc Doc 13 Filed 04/02/21 Entered 04/02/21 14:43:35 Desc Main Document Page 13 of 17

Debtor	Louis A Garozzo Patricia A Garozzo			Case number	18-17510-jkf		
	See §	7(c) below for detailed descriptio	n				
		oan modification with respect to 4(f) below for detailed description		ering property:			
§ 2((d) Oth	er information that may be imp	oortant relating to t	he payment and lo	ength of Plan:		
§ 2((e) Esti	mated Distribution					
	A.	Total Priority Claims (Part 3)					
		1. Unpaid attorney's fees		\$		3,920.00	
		2. Unpaid attorney's cost		\$		0.00	
		3. Other priority claims (e.g., p	riority taxes)	\$		3,551.05	
	B.	Total distribution to cure defau	lts (§ 4(b))	\$		0.00	
	C.	Total distribution on secured cl	aims (§§ 4(c) &(d))	\$		123,858.69	
	D.	Total distribution on unsecured	l claims (Part 5)	\$,	6,995.00	
			Subtotal	\$		138,324.74	
	E.	Estimated Trustee's Commission	on	\$		15,385.80	
	F.	Base Amount		\$		153,710.54	
Part 3: F	Priority	Claims (Including Administrative	e Expenses & Debtor	r's Counsel Fees)			
	§ 3(a)	Except as provided in § 3(b) be	elow, all allowed pri	ority claims will l	be paid in full un	less the creditor agrees otl	nerwise:
Credito	r		Type of Priority		Estin	nated Amount to be Paid	
Erik B.		en enue Service	Attorney Fee 11 U.S.C. 507(a)				\$ 3,920.00 \$ 3,551.05
		Domestic Support obligations a None. If "None" is checked, t	assigned or owed to	a governmental ı	_	s than full amount.	ψ 6,000
Part 4: S	Secured	Claims					
	§ 4(a)) Secured claims not provided t	for by the Plan				
a		None. If "None" is checked, t	he rest of § 4(a) need	·			-
Credito	r			Secured Propert	ty		
in accor	dance v	debtor will pay the creditor(s) list with the contract terms or otherwi- lortgage Services		148 Daly Stree	t Philadelphia, l	PA 19148 Philadelphia	County

$\S~4(b)$ Curing Default and Maintaining Payments

None. If "None" is checked, the rest of § 4(b) need not be completed or reproduced.

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Debtor	Louis A Garozzo	Case number	18-17510-jkf
	Patricia A Garozzo		•

- \S 4(c) Allowed Secured Claims to be paid in full: based on proof of claim or pre-confirmation determination of the amount, extent or validity of the claim
 - None. If "None" is checked, the rest of § 4(c) need not be completed.
 - (1) Allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.
 - (2) If necessary, a motion, objection and/or adversary proceeding, as appropriate, will be filed to determine the amount, extent or validity of the allowed secured claim and the court will make its determination prior to the confirmation hearing.
 - (3) Any amounts determined to be allowed unsecured claims will be treated either: (A) as a general unsecured claim under Part 5 of the Plan or (B) as a priority claim under Part 3, as determined by the court.
 - (4) In addition to payment of the allowed secured claim, "present value" interest pursuant to 11 U.S.C. § 1325(a) (5) (B) (ii) will be paid at the rate and in the amount listed below. If the claimant included a different interest rate or amount for "present value" interest in its proof of claim or otherwise disputes the amount provided for "present value" interest, the claimant must file an objection to confirmation.\
 - (5) Upon completion of the Plan, payments made under this section satisfy the allowed secured claim and release the corresponding lien.

Name of Creditor	Description of Secured Property and Address, if real property	Allowed Secured Claim	Present Value Interest Rate	Dollar Amount of Present Value Interest	Total Amount to be Paid
Ally Financial	2017 Toyota Tacoma Access CAB 9000 miles	\$49,482.89	11.85	\$0.00	\$68,633.42
Ally Financial	2018 Nissan Rogue 11000 miles	\$37,770.82	13.64%	\$0.00	\$55,132.33
Water Revenue Bureau		\$92.94	0.00%	\$0.00	\$92.94

\S 4(d) Allowed secured claims to be paid in full that are excluded from 11 U.S.C. \S 506

None. If "None" is checked, the rest of § 4(d) need not be	completed.
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§ 4(e) Surrender

None. If "None" is checked, the rest of § 4(e) need not be completed.

 $\S~4(f)~Loan~Modification$

- None. If "None" is checked, the rest of § 4(f) need not be completed.
- (1) Debtor shall pursue a loan modification directly with <u>Carrington Mortgage Services</u> or its successor in interest or its current servicer ("Mortgage Lender"), in an effort to bring the loan current and resolve the secured arrearage claim.
- (2) During the modification application process, Debtor shall make adequate protection payments directly to Mortgage Lender in the amount of <u>\$1280.00</u> per month, which represents <u>post-petition</u> (*describe basis of adequate protection payment*). Debtor shall remit the adequate protection payments directly to the Mortgage Lender.
- (3) If the modification is not approved by <u>Debtor is currently in a trial modification which</u> Starts May 2020 July 2020 <u>payments in the amount of 1,280.00 per month.</u> Debtor shall either (A) file an amended Plan to fully fund the secured pre-petition arrearage claim filed by the Mortgage Lender; or (B) Mortgage Lender may seek relief from the automatic stay with regard to the collateral and Debtor will not oppose it.

Part 5:General Unsecured Claims

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Debtor		Louis A Garozzo Patricia A Garozzo	Case number	18-17510-jkf
	§ 5(a)	Separately classified allowed unsecured non-priority claim	s	
	✓	None. If "None" is checked, the rest of § 5(a) need not be c	completed.	
	§ 5(b)	Timely filed unsecured non-priority claims		
		(1) Liquidation Test (check one box)		
		✓ All Debtor(s) property is claimed as exempt.		
		Debtor(s) has non-exempt property valued at distribution of \$ to allowed priority and		
		(2) Funding: § 5(b) claims to be paid as follows (check o	one box):	
		Pro rata		
		✓ 100%		
		Other (Describe)		
Part 6: 1	Executo	ory Contracts & Unexpired Leases		
	√	None. If "None" is checked, the rest of § 6 need not be com	npleted or reproduced.	
Part 7: 0	Other P	rovisions		
	§ 7(a)	General Principles Applicable to The Plan		
	(1) V	esting of Property of the Estate (check one box)		
		✓ Upon confirmation		
		Upon discharge		
in Parts 2		abject to Bankruptcy Rule 3012, the amount of a creditor's clain 5 of the Plan.	m listed in its proof of clain	n controls over any contrary amounts listed
to the cre		ost-petition contractual payments under § 1322(b)(5) and adequate by the debtor directly. All other disbursements to creditors shall		der § 1326(a)(1)(B), (C) shall be disbursed
	on of p	Debtor is successful in obtaining a recovery in personal injury of an payments, any such recovery in excess of any applicable extra to pay priority and general unsecured creditors, or as agreed by	emption will be paid to the	Trustee as a special Plan payment to the
	§ 7(b)	Affirmative duties on holders of claims secured by a securi	ity interest in debtor's pri	ncipal residence
	(1) A ₁	pply the payments received from the Trustee on the pre-petition	arrearage, if any, only to s	uch arrearage.
the term		pply the post-petition monthly mortgage payments made by the underlying mortgage note.	Debtor to the post-petition	mortgage obligations as provided for by
	ayment	reat the pre-petition arrearage as contractually current upon conf charges or other default-related fees and services based on the yments as provided by the terms of the mortgage and note.		

(4) If a secured creditor with a security interest in the Debtor's property sent regular statements to the Debtor pre-petition, and the Debtor provides for payments of that claim directly to the creditor in the Plan, the holder of the claims shall resume sending customary monthly statements.

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Debtor	Louis A Garozzo Patricia A Garozzo		Case number	18-17510-jkf
		security interest in the Debtor's peditor shall forward post-petition		h coupon books for payments prior to the ter this case has been filed.
(6)) Debtor waives any violation	on of stay claim arising from the	e sending of statements and co	upon books as set forth above.
§ 7	7(c) Sale of Real Property			
✓	None. If "None" is checked	, the rest of § 7(c) need not be con	mpleted.	
"Sale Deadli				imencement of this bankruptcy case (the red claims as reflected in § 4.b (1) of the
(2)) The Real Property will be m	narketed for sale in the following	manner and on the following ter	ms:
liens and end this Plan sha U.S.C. § 363	cumbrances, including all § 4 all preclude the Debtor from s 3(f), either prior to or after co	(b) claims, as may be necessary t seeking court approval of the sale	o convey good and marketable t of the property free and clear of Debtor's judgment, such approve	t all customary closing expenses and all itle to the purchaser. However, nothing in liens and encumbrances pursuant to 11 d is necessary or in order to convey
(4)) Debtor shall provide the Tru	ustee with a copy of the closing so	ettlement sheet within 24 hours of	of the Closing Date.
(5)) In the event that a sale of the	e Real Property has not been con-	summated by the expiration of the	ne Sale Deadline:
Part 8: Orde	er of Distribution			
		lan payments will be as follows	•	
Le Le Le Le Le Le	evel 1: Trustee Commissions* evel 2: Domestic Support Obl evel 3: Adequate Protection P evel 4: Debtor's attorney's fee evel 5: Priority claims, pro rat evel 6: Secured claims, pro ra evel 7: Specially classified un	igations layments es ta ta ta usecured claims		
	evel 8: General unsecured cla evel 9: Untimely filed general	l unsecured non-priority claims to	which debtor has not objected	
Le	evel 9: Untimely filed general			ee not to exceed ten (10) percent.
Le *Percentage	evel 9: Untimely filed general	I unsecured non-priority claims to trustee will be paid at the rate f		ee not to exceed ten (10) percent.
Le *Percentage Part 9: Non Under Bank	evel 9: Untimely filed general efees payable to the standing standard or Additional Plan Furuptcy Rule 3015.1(e), Plan p	I unsecured non-priority claims to a trustee will be paid at the rate for a provisions	ixed by the United States Truste 9 are effective only if the applications	the not to exceed ten (10) percent. The percent able box in Part 1 of this Plan is checked.
Le *Percentage Part 9: Non Under Banka	evel 9: Untimely filed general efees payable to the standing estandard or Additional Plan Foruptcy Rule 3015.1(e), Plan pd or additional plan provisions	I unsecured non-priority claims to g trustee will be paid at the rate f Provisions provisions set forth below in Part	are effective only if the applications.	
Le *Percentage Part 9: Non Under Banka	evel 9: Untimely filed general efees payable to the standing estandard or Additional Plan Foruptcy Rule 3015.1(e), Plan pd or additional plan provisions	I unsecured non-priority claims to a trustee will be paid at the rate for Provisions Provisions Provisions set forth below in Part is placed elsewhere in the Plan are	are effective only if the applications.	
Le *Percentage Part 9: Non Under Banka	evel 9: Untimely filed general efees payable to the standing standard or Additional Plan Foruptcy Rule 3015.1(e), Plan pd or additional plan provisions ne. If "None" is checked, the standard plan provisions of the standard plan provisions ne.	I unsecured non-priority claims to a trustee will be paid at the rate for Provisions Provisions Provisions set forth below in Part is placed elsewhere in the Plan are	are effective only if the applications.	

By signing below, attorney for Debtor(s) or unrepresented Debtor(s) certifies that this Plan contains no nonstandard or additional provisions other than those in Part 9 of the Plan.

Date: **June 2 2020** /s/ Erik B. Jensen Erik B. Jensen Attorney for Debtor(s) Case 21-10598-amc Doc 13 Filed 04/02/21 Entered 04/02/21 14:43:35 Desc Main Document Page 17 of 17

Debtor Louis A Garozzo Case number 18-17510-jkf
Patricia A Garozzo

CERTIFICATE OF SERVICE

THE CHAPTER 13 TRUSTEE, SECURED AND PRIORITY CREDITORS ARE BEING SERVED A COPY OF THE THIRD CHAPTER 13 PLAN.

/s/ Erik B. Jensen Erik B. Jensen 1500 Walnut Street Suite 1920 Philadelphia, PA 19102 215-546-4700.